



COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

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EXECUTIVE OFFICER

March 18, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AWARD OF A SOLE SOURCE CONTRACT WITH IRON MOUNTAIN
FOR OFF-SITE STORAGE AND RETRIEVAL SERVICES FOR THE
BOARD OF SUPERVISORS' RECORDS
(ALL DISTRICTS)
(3-VOTE)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Officer of the Board to prepare, and execute a sole source contract, substantially similar to the attached contract (Attachment I), after approval as to form by County Counsel, with Iron Mountain for the provision of off-site storage and retrieval services for the Board's official records, effective upon date of Board approval, for one year with two additional one-year renewal options, at a total maximum three-year cost not to exceed \$225,000. Sufficient funding is included in the FY 2007-08 Adopted Budget.
2. Delegate authority to the Executive Officer of the Board of Supervisors to exercise the one year renewal options, with no increase in contract cost.
3. Delegate authority to the Executive Officer of the Board of Supervisors to authorize payments in amount of \$190,770.37 for off-site storage and retrieval services provided by Iron Mountain during the period July 2003 through September 2007; and authorize the release of \$23,000.00 withheld for services provided since October 2007.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended action, the Board is authorizing the Executive Officer of the Board of Supervisors to enter into a sole source contract with Iron Mountain, effective upon Board approval. The proposed contract will allow for the continued provision of offsite storage and retrieval services for the Board's official records for one year with an option of two one year extensions at a total maximum three year obligation not to exceed \$225,000; authorize payments in amount of \$190,770.37 for off-site storage and retrieval services provided by Iron Mountain during the period July 2003 through September 2007, and authorize the release of \$23,000.00 withheld for services provided since October 2007.

Approval of this sole source contract will also allow sufficient time to explore alternative storage methods such as digital storage and to complete a solicitation process while complying with State Law (Government Code Section 25000 et seq.) to maintain the original minutes and other documents of meetings of the Board of Supervisors and other agencies for which the Board acts.

Iron Mountain currently stores 8,898 boxes of the Board of Supervisors' records dated from 1852 to the present at their off-site storage facilities specifically designed to protect the Board's records from aging and disaster. The facilities located in the City of Los Angeles and Cerritos are equipped with temperature-controlled vault storage for microfilm and other electronic media. The other facilities, specifically designed for the storage and retrieval of paper documents are located in Bell, Cerritos, Irwindale, La Palma, Los Angeles, Montebello, Pico, South Gate and Vernon, all within a reasonable distance of the Kenneth Hahn Hall of Administration.

Implementation of Strategic Plan Goals

Approval of the above recommendation supports the County Strategic Goal #3: Organizational Effectiveness to provide value-added services that demonstrate our commitment to the long term best interests of our customers, ensuring that our customers have access to the Board's official records which are protected from aging elements and the potential dangers of disaster.

FISCAL IMPACT/FINANCING

The total maximum contract obligation for the three year period is \$225,000.00. The total contract estimated amount includes storage, program management and transportation services. Funding for this contract is included in the FY 2007-08 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Iron Mountain (formerly Metro Business Archives, Inc.) has provided the Executive Office of the Board off-site storage and retrieval of the Board of Supervisors' records since 1988. The decision to store the Board of Supervisors' records at Iron Mountain's facilities was made to preserve and protect them from aging and disaster, and because of the limited storage capacity available at the Kenneth Hahn Hall of Administration. Prior to entering into a contract with Iron Mountain in 1988, the Executive Office stored the Board's official records in the subbasement (SB-3) of the Kenneth Hahn Hall of Administration.

Attached for your information is the required Sole Source Contract Checklist (Attachment II), identifying and justifying the need for the contract with Iron Mountain. The Sole Source Contract Checklist has been approved by the Chief Executive Office.

In accordance with procedures adopted by your Board on May 22, 2007, the Executive Office met with the Retroactive Contract Review Committee (RCRC) on March 3, 2008 and discussed the request for payments to Iron Mountain and the corrective actions that have been implemented. The RCRC unanimously voted to recommend that your Board authorize the retroactive payments to Iron Mountain, and made the following observations:

- The Executive Office of the Board acted responsibly in conducting a review of its fiscal operations and took action on this retroactive contract as soon as it was discovered;
- The Executive Office should have had a policy in place to prevent payment of invoices without first confirming a valid contract or purchase order was in place (proposed corrective actions, as outlined below, will remedy this situation); and
- Appropriate training of all procurement and Fiscal staff, particularly those who have handled this contract is essential (again, the corrective actions, below, address this).

The RCRC also found that the corrective actions outlined by the Executive Office will help prevent similar actions in the future. The corrective actions are as follows:

- Policies were implemented requiring Accounting Staff to verify a current contract or purchase order exists, as well as obtain verification from the program manager that services were provided.
- The establishment of contract monitoring staff;
- The semi-annual review of purchases and invoices paid to ensure compliance with ISD purchasing guidelines; and
- The development of a web-based procurement training class and examination, which all managers will be required to successfully attend and complete.
- Disciplinary action was not taken because the individuals responsible for this retroactive contract are no longer employed by the County.

CONTRACTING PROCESS

This is a sole source contract for the continued provision of services provided by Iron Mountain. This company has specifically designed storage facilities to protect records from aging elements and disaster, and has satisfactorily provided services to the Executive Office since 1988. Approval of the proposed contract will allow the Executive Office sufficient time to explore alternative storage methods such as digital storage and complete a solicitation process.

The attached contract has been reviewed and approved as to form by County Counsel and contains the required contract provisions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Without a sole source contract with Iron Mountain, the Executive Office of the Board would be unable to adequately store all of the Board of Supervisors' records obligated by law.

Respectfully submitted,


SACHI A. HAMAI
EXECUTIVE OFFICER

SH:am

Attachments

c: Chief Executive Officer
County Counsel
Auditor-Controller

ATTACHMENT 1



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

IRON MOUNTAIN

FOR OFF-SITE STORAGE AND RETRIEVAL SERVICES

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND IRON MOUNTAIN
FOR OFF-SITE STORAGE AND RETRIEVAL SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2008 by and between the County of Los Angeles, hereinafter referred to as County, and Iron Mountain, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, County may contract with private businesses for Off-site Storage and Retrieval Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Off-site Storage and Retrieval Services; and

WHEREAS, Contractor is in the business of records storage and retrieval and warrants that it possesses the competence, expertise and personnel necessary to provide said services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by

giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Intellectual Property Developed/Designed by Contractor Forms

- 1.10 EXHIBIT J - Intentionally Omitted

Health Insurance Portability & Accountability Act (HIPAA) Agreement

- 1.11 EXHIBIT K - Contractor's Obligations as a "Business Associate"
Under the Health Insurance Portability & Accountability
Act of 1996 (HIPAA)

SB 1262 - Nonprofit Integrity Act of 2004

- 1.12 EXHIBIT L - Intentionally Omitted

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board of Supervisors:** The governing body of the County of Los Angeles.
- 2.2 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with County to perform or execute the work covered by the Statement of Work.
- 2.4 **Contractor Project Manager:** The individual designated by Contractor to administer the Contract operations after the Contract award.
- 2.5 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.6 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by County's Project Manager.
- 2.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.8 **Day(s):** Calendar day(s) unless otherwise specified.

2.9 Deposits: Any record, document, electronic record or other items stored by Iron Mountain on behalf of the Executive Office of the Board of Supervisors.

2.10 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, *Appendix A*.

3.2 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be one year commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 County shall have the sole option to extend this Contract term for up to two additional one-year periods, for a maximum total Contract term of three years. Each such option and extension shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors.

4.3 Contractor shall notify the Executive Officer of the Board of Supervisors when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Executive Officer of the Board of Supervisors at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 The County shall compensate Contractor for services provided as set forth in the attached "*Exhibit B – Pricing Schedule*", with a total maximum contract obligation of \$75,000 per year and a total contract obligation \$225,000.00 over the three year period.
- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to the Executive Officer of the Board of Supervisors at the address herein provided in *Exhibit E - County's Administration*.
- 5.4 No Payment for Services Provided Following Expiration or Termination of Contract**
- Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor.

This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work.
- 5.5.2 Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.5.3 Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted to the following address:

Executive Office Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attn: Angie Montes, Chief
Hearing and Information Services Division
(213) 974-1579

5.5.6 **County Approval of Invoices.** All invoices submitted by Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. In the event of late or non-payment for undisputed invoices, Contractor shall have the right to all remedies set forth under California law.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs is designated in *Exhibit E - County's Administration*. County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The responsibilities of County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

County's Contract Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. Contractor shall notify County in writing of any change in the name or address of Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

- 7.4.1 Background and security investigations shall be performed as set forth in Contractor's Safety and Security Briefing for Customers attached hereto.
- 7.4.2 Disqualification, if any, of Contractor's staff, pursuant to this sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.5.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.3 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", *Exhibit G1*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by Contractor and by the Executive Officer of the Board of Supervisors.
- 8.1.2 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of

Supervisors or Chief Executive Officer or designee. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor and by the Executive Officer of the Board of Supervisors.

- 8.1.3 The Executive Officer of the Board of Supervisors may at her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by Contractor and by the Executive Officer of the Board of Supervisors.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 Unless it is to an affiliate, Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, within ten (10) Business Days after a public announcement of any change in control of Contractor that will or does give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at that time of execution of the Agreement, Contractor shall give County notice thereof. If there is no public announcement of such change of control, Contractor shall notify County of the change within ten (10) Business Days following the effective date of the change of control. If County, in good faith, reasonably determines that the change of majority control of Contractor would prevent Contractor from being qualified and eligible to receive a contract award under applicable federal, state and/or County laws, regulations and/or policies (e.g., the majority control of Contractor is held by a debarred entity), then County may terminate this Agreement and, while not a termination for default, County shall have the same rights and may pursue the same remedies against Contractor as it would have and could pursue in the event of default by Contractor.
- 8.2.3 If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, for any reason whatsoever, without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract.

In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within 30 business days after Contract effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 Intentionally omitted.
- 8.5.3 Intentionally omitted.
- 8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation, within 10 business days.
- 8.5.5 Contractor shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. In the event a complaint cannot be resolved, or where such complaint arises to the level of a dispute between Contractor and County's Project Manager regarding the performance of services as stated in this Contract, the parties agree to follow the provisions established in Section 8.31, Notice of Disputes.
- 8.5.7 Copies of all written responses shall be sent to County's Project Manager within three (3) business days of mailing to the complainant.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or

subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain

outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval, or ongoing evaluation, of such work.

8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all

persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts Contractor may have with County.

8.12.3 Non-responsible Contractor

County may debar a contractor if the Board of Supervisors finds, in its discretion, that a contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of

business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, the Executive Officer of the Board of Supervisors will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Executive Officer of the Board of Supervisors shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

4. If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is

presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through this Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the

corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County for such repairs, as determined by County, shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work

performed by or on behalf of Contractor pursuant to this Contract.

8.22.4 Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's negligent acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered prior to commencing services under this Contract to:

Ms. Angie Montes
Executive Office of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012.

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;

- Contain the express condition that County is to be given written notice by mail at least fourteen (14) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include County as additional insured to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A-:VII unless otherwise approved by County. All Contractor carriers shall be rated A- or above at the inception of this agreement in accordance with the previous sentence. In the event any carrier falls below this rating during the term of the agreement, Contractor will replace such carrier within a reasonable period of time, not to exceed 90 days, with a carrier with a rating of not less than A- unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the Contract upon which County may immediately terminate or suspend this Contract. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within two (2) business days of occurrence.
- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

8.24.5 Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to

comply results in any costs to County, Contractor shall pay full compensation for all actual costs incurred by County.

8.24.6 Insurance Coverage Requirements for Subcontractors:

Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- Contractor providing evidence of insurance covering the activities of subcontractors; or
- Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form

CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime

employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26 Intentionally omitted.

8.27 Intentionally omitted.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County. Notwithstanding the foregoing, County shall not be permitted access to any of Contractor's employee's personal information.
- 8.28.7 If County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair

Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Executive Office of the Board of Supervisors from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Manager or, in the event the County's Project Manager cannot be reached, County's Project Director any dispute between the County and Contractor regarding the performance of services as stated in this Contract. If County's Project Manager, or County's Project Director, is not able to resolve the dispute, the Executive Officer of the Board

or designee shall resolve it, pursuant to the following resolution process:

- In the event of any dispute between the parties with respect to this Contract, County and Contractor shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the parties' respective Project Directors (with a copy to County's Executive Officer of the Board of Supervisors) for further consideration and discussion to attempt to resolve the dispute.
- In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the Contractor's President and County's Executive Officer of the Board of Supervisors. These persons shall have ten (10) days to attempt to resolve the dispute.
- In the event that at these levels there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three levels described in this paragraph, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

- Contractor shall continue to perform the services specified in this Contract during any dispute which may arise, or while a resolution is pending.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Officer of the Board, or designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify

County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director. County shall not unreasonably withhold written consent.

8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that

County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

All County representatives, agents and auditors referred to in the immediately preceding section shall be pre-approved by Contractor; shall sign Contractor's standard Non-Disclosure Agreement, shall not remove or copy any of Contractor's proprietary material and shall not have access to any of the material of Contractor's other customers.

Sub-paragraph 8.38.4, applies to Living Wage Contracts only

8.38.4 In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, that Contractor shall promptly and without

delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract in the sole discretion of County.

8.40.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

- A description of the work to be performed by the proposed subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by County.

8.40.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

8.40.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to

notify its subcontractors of this County right.

- 8.40.6 County's Project Director, or his/her designee, is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County's Project Director for their files.
- 8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 8.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents before any subcontractor employee may perform any work hereunder to:

Ms. Angie Montes
Executive Office of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of

written notice shall be grounds upon which County may terminate this Contract pursuant to sub-paragraph 8.43, Termination for Default, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every

case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by County that Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42, Termination for Convenience.

8.43.5 The rights and remedies of County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy

Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may, in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in

writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The County and Contractor therefore agree to the terms of *Exhibit K, Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.2.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
- (1) Pay to County any difference between the contract amount and what County's costs would have been if the contract had been properly awarded;

- (2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
- (3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.4 Liability in the Event of Loss of, or Damage to, Stored Materials.

- 9.4.1 Contractor shall not be liable for any loss or destruction of, or damage to, Deposits; however caused, unless such loss or damage resulted from the failure by Contractor to exercise such care a reasonably careful person would exercise under like circumstances; Contractor is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of Contractor's damages is limited as provided herein. Deposits are not insured by Contractor against loss or damage, however caused. County may insure Deposits through third party insurers for any amount, including amounts in excess of the limitation of liability. County shall cause its insurers of Deposits to waive any right of subrogation against Contractor. If Deposits are placed in

the custody of a common carrier for transportation, the common carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the common carrier. County declares for the purposes of this Agreement, the value of the deposits is \$1.00 per carton, linear foot of open shelf files, container, disk pack or other deposit item. With respect to round reel tape, audio tape, video tape, film, data cartridges or data cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is limited to the cost of replacing the physical media. County acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

- 9.4.2 Contractor's liability, if any, shall be limited to \$1.00 per carton, linear foot of open shelf files, container, disk pack or other deposit item. With respect to round reel tape, audio tape, video tape, film, data cartridges or data cassettes or other non-paper media stored pursuant to this Agreement, the maximum liability for such stored items is limited to the cost of replacing the physical. In no event shall either party be liable for any consequential, incidental, special or punitive damages, regardless of whether an action is brought in tort, contract or any other theory.

- 9.5 Destruction of Deposits.** County releases Contractor from all liability by reason of the destruction of Deposits pursuant to County's written direction. Except for those Deposits that County specifically identifies in writing as not containing consumer information (as defined in 16 CFR Section 682.1) or personal data, all other County Deposits will be destroyed by shredding, except for media that may be destroyed by pulverizing or incineration. Each such destruction shall be at the rates set forth in a Schedule.
- 9.6 Restrictions on Stored Material; County Premises.** County shall not store with Contractor nor deliver to Contractor for secure shredding any material that is highly flammable, explosive, toxic, radioactive, medical waste, organic material which may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. County shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. All County's premises where Contractor's employees perform services or make deliveries hereunder shall be free of known hazardous substances and any other known hazardous or dangerous conditions.

9.7 Charges. Rates and charges shall be as specified in Schedules. Unless otherwise provided in a Schedule: (i) rates for storage shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time upon thirty (30) days' written notice, and (ii) rates for services may be adjusted by Contractor at any time upon thirty (30) days' written notice. Transportation surcharges may be applied and changed monthly without notice in accordance with the fuel surcharge policy located at <http://cic.ironmountain.com>. Unit pricing for storage and related services shall not increase by more than 10% per year. The total for all services shall not exceed \$75,000 per year, as set forth in Section 5, Contract Sum, of this agreement, presuming the volume of services provided does not change by more than 50% from prior average.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Iron Mountain

By *AC. ne*
Name

Vice President
Title

COUNTY OF LOS ANGELES

By *Sachi A. Hamai*

Sachi A. Hamai
Executive Officer of the Board of
Supervisors



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By *Lawrence Green*
Lawrence Green
Deputy County Counsel

12

MAR 18 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

STATEMENT OF WORK

1.0 GENERAL TASKS

1.1 Scope of Work

Contractor shall provide for pickup, safe and confidential storage, timely retrieval, and prompt delivery of various documents of the Executive Office of the Board of Supervisors including, but not limited to:

- Original and duplicate microfilm of Statements of Proceedings, Claims, and minutes of the meetings of the Board of Supervisors and other agencies for which the Board of Supervisors sits as the governing body;
- Backup copies of various computer media, tape cassettes and photo negatives;
- Original Minute Books of the Board of Supervisor's meetings;
- Original agreements between County and various entities; and
- Original board action papers.

The estimated quantities of work are listed on Attachment 1 to this Statement of Work, "Work Load Estimates."

1.2 Personnel

Key County Personnel

County Contract Project Monitor alternate has full authority to supervise the Contractor's performance in the daily operation of this Contract.

The County Contract Project Monitor shall administer this Contract and be a key point of contact between the County and the Contractor. The Contract Project Monitor for this Contract will be the following person:

Bruce Crouchet, Senior Board Specialist
Records Management Section
Executive Office Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
(213) 974-1424

The Contract Project Monitor shall provide direction to Contractor in areas relating to policy, information requirements and procedural requirements.

The Contract Project Monitor is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate County in any manner whatsoever.

Key Contractor Personnel

Contract Supervisor

Contractor shall be available from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Contractor is not required to provide services on County-recognized holidays. Such holidays may vary from year to year. County's Contract Project Monitor will provide the Contractor with a list of holidays on or before January 1 of each year.

1.3 Hours of Operation

At a minimum, Contractor shall be available 8:00 a.m. to 5:00 p.m., Monday through Friday.

Contractor is not required to provide services on County-recognized holidays. Such holidays may vary from year to year. County's Contract Project Monitor will provide Contractor with a list of holidays on or before January 1 of each year.

1.4 Quality Assurance

County will evaluate Contractor's performance under this Contract using the quality assurance procedures specified in Attachment 2 to this Statement of Work, Performance Requirements Summary, or other such procedures as may be necessary to ascertain Contractor compliance with this Contract.

2.0 DEFINITIONS

Acceptable Quality Level (AQL)

A measure to express the allowable leeway or variance from a standard before County will reject a specific service. An AQL does not imply that Contractor may knowingly perform in a defective way. It implies that County recognizes that defective performance sometimes happens unintentionally. A variance from the AQL shall, at County's option, result in a credit to County against the monthly charge for the Contractor's services. County may terminate Contract for default in lieu of applying credit to monthly charge.

Batch Report

County's management report signed by the Contractor or his representative to show proof of receipt of County's records picked up for storage.

Contract Start Date

Date Contractor begins work in accordance with the terms of the Contract.

County's Project Director

The responsibilities of County's Project Director include: Ensuring that the objectives of this Contract are met; and Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

County's Project Manager

The responsibilities of County's Project Manager include meeting with Contractor's Project Manager on a regular basis; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

County's Contract Project Monitor

County's Contract Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to County's Project Manager.

Late Delivery

Occurs when any or all deliverables are not delivered to the requestor in accordance with the delivery scheduled established.

Occurs when any deliverables found to be in error are not corrected and returned (delivered) on or before the specified delivery date in accordance with the delivery scheduled established.

The end product will not be considered delivered in full until all deliverables determined to be in error are corrected, returned and found to be acceptable.

Performance Requirements Summary (PRS)

Identifies key performance indicators of the Contract that will be evaluated by County to assure Contract performance standards are met by Contractor (Attachment 2).

Record

A collection of documents of the Executive Office of the Board of Supervisors and its client departments including, but not limited to, original microfilm Statements of Proceedings and minutes of the meetings of the Board of Supervisors and other agencies for which the Board of Supervisors sits as the governing body; backup copies of computer media including tape cassettes and photo negatives; original Minute Books of the Board of Supervisor's meetings; original agreements between County and various entities; and original Board of Supervisors action papers.

Set of Documents

A collection of documents pertaining to one particular item, whether it be a collection of documents relating to one specific agenda item, a collection of documents relating to one claim filed against County, or a set of back-up computer media related to a specific program.

Workday

Throughout this Statement of Work, "workday" means Monday through Friday, 8:00 a.m. to 5:00 p.m., except County holidays.

3.0 SPECIFIC SERVICES

3.1 Courier Service

Contractor is responsible for providing courier service from County's Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 383 Los Angeles, California 90012, both on a scheduled basis as determined after the award of this Contract, and on an as-needed basis, to Contractor's place of storage.

Contractor will provide a blank Master Inventory File list for each carton of documents identified for transport and storage. County will indicate on each list the contents of each carton, including the starting and ending date, the destruction date if any. Contractor will provide the carton number and location for each box listed on the Master Inventory File and will provide a completed copy to Contract Administrator within two weeks.

Contractor shall provide a cumulative master inventory file report to County every (6) six months indicating records stored by location.

Contractor's courier service shall be required to sign the County's Batch Report to show proof of receipt record.

3.2 Storage Service

Contractor must provide storage at two separate physical locations as outlined below.

Location No. 1 must be physically located near enough to the Kenneth Hahn Hall of Administration to enable retrieval of records within 2 – 3 hours and must have a temperature/humidity controlled vault meeting the criteria listed in Paragraph 3.3 of this Statement of Work, in addition to regular storage facilities.

Location No. 2 must be physically located within 15 miles of the Kenneth Hahn Hall of Administration to enable retrieval of records within 2 – 3 hours.

3.3 Minimum Building Requirements

Location No. 1 – Vault Storage

Must have a temperature/humidity controlled vault with the specifications outlined below.

Must maintain 40% humidity and 72 degree temperature at all times (+/- 5°)

Must have a system to monitor humidity and temperature. The humidity and temperature must be monitored by a Bristol chart on a 24 hour system. The chart must be checked weekly and audited monthly, and any deviation from the predetermined standards will be reason for the contractor to make proper adjustments to the monitoring system to return the vault environment to the correct parameters for document storage.

Must have a locked door to vault area with adequate security to prevent unauthorized access.

Must have remote-controlled closed circuit TV for intrusion detection or other electronic surveillance system to prevent unauthorized access.

Must have halon fire extinguishers.

Must have ionization detectors linked to a central station with immediate notification to the Fire Department.

Must have motion detection beams and seismographically engineered storage racks.

Must have minimum 14" thick steel-reinforced concrete walls. Contractor represents that walls are in compliance with Los Angeles County building codes.

Must be located below-ground for maximum protection from natural disasters.

Location No. 1 – Regular Storage

Must have a storage area for records that will not be stored in vault. This can be housed in the same building as vault as per the specifications outlined below.

Must maintain 50% humidity and 68 – 78 degree temperature at all times ($\pm 3^{\circ}$)

Must be Class A fire rated.

Must be sprinklered, with a monitored sprinkler system.

Must have electronic surveillance or on-site security guard to prevent unauthorized access.

Must have motion detection beams and seismographically engineered storage racks.

Must have fire hoses located throughout facility.

Must have ionization detectors linked to a central station with immediate notification to the Fire Department.

Must have capability of storing documents no closer than 2 – 3 feet from ground and ceiling levels (i.e., no documents shall be stored on bottom or top shelf).

Must have underground storage space available for storage of historical documents as specified below.

Must have capability of storing documents no closer than 2 – 3 feet from ground and ceiling levels (i.e., no documents shall be stored on bottom or top shelf).

Location No. 2 – Regular Storage

Must have a storage area for records with the specifications outlined below.

Must maintain 50% humidity and 68 – 78 degree temperature at all times (\pm 3%)

Must be Class A fire rated.

Must be sprinklered, with a monitored sprinkler system.

Must have electronic surveillance or on-site security guard to prevent unauthorized access.

Must have motion detection beams and seismographically engineered storage racks.

Must have fire hoses located throughout facility.

Must have capability of storing documents no closer than 2 – 3 feet from ground and ceiling levels (i.e., no documents shall be stored on bottom or top shelf).

3.4 Minimum Service Requirements

Location No. 1 – Vault Storage

Must provide, at a minimum, the services outlined below.

Scheduled delivery and pick up service (schedule to be determined after award of Contract).

Allow authorized personnel as determined by the County Contract Project Manager to visit Contractor facilities to pick up documents as needed.

Retrieval of one item within a particular box upon request.

Refiling and/or interfiling service within 24 hours.

Facsimile Service.

Web-based interactive services to:

- Enable retrieval and storage of items;
- Allow for invoicing;
- Reporting of services rendered, such as dates of requests, name of requestor, regular retrievals, urgent retrievals, new files, re-files and number of containers stored.

Retrieval of an item or box within 24 hours.

Location No. 1 – Regular Storage

Must provide, at a minimum, the services outlined below.

Scheduled delivery and pick up service (schedule to be determined after award of Contract).

Allow customer visits to pick up documents as needed.

Service of retrieving one item within a particular box upon request.

Refiling and/or interfiling service.

Facsimile Service.

Web-based interactive services to:

- Enable retrieval and storage of items;
- Allow for invoicing;
- Reporting of services rendered, such as dates of requests, name of requestor, regular retrievals, urgent retrievals, new files, re-files and number of containers stored.

Various time options for retrieval of a box, or document within a box (e.g. within 2 hours, 4 hours, 24 hours) by Contractor's courier service.

Location No. 2 – Regular Storage

Must provide, at a minimum, the services outlined below.

Scheduled delivery and pick up service (schedule to be determined after award of Contract).

Allow customer visits to pick up documents as needed.

Service of retrieving one item within a particular box upon request.

Refiling and/or interfiling service.

Facsimile Service.

Web-based interactive services

Various time options for retrieval of a box, or document within a box (e.g. within 2 hours, 4 hours, 24 hours) by Contractor's courier service.

3.5 Destruction Services

Contractor shall provide destruction service upon written instructions from County specifying articles (General Tasks 1.1 Scope of Work) to be destroyed and method of destruction to be used based on County's records and destruction schedule. No documents shall be destroyed until County's Contract Project Manager first inspects the records to be destroyed and approves their destruction via written authorization order. Contractor will provide County with written confirmation of items destroyed.

3.6 Emergency Delivery Services

There may be occasional requests for an emergency delivery (delivery outside normal business hours) of a document or container. Contractor shall provide this service if requested. County shall be reasonable in its requests for "emergency" deliveries.

3.7 Release of Files

In no instance shall Contractor release a file to anyone but those designated on list of authorized personnel as determined by the County Contract Manager.

3.8 Training

Contractor shall train County staff in proper packing, filing, and retrieval methods at no charge to County. Training shall be as needed as determined necessary by County, and without extra charge to the County.

4.0 COUNTY-FURNISHED PROPERTY AND SERVICES

4.1 General

County shall provide, without cost to Contractor, the facilities, materials, equipment and/or services listed below:

Materials

Los Angeles County will furnish the records to be stored.

5.0 CONTRACTOR-FURNISHED ITEMS

5.1 General

Contractor shall furnish all necessary supplies, repair parts, materials, tools, support equipment and vehicles required to perform all services required by this Statement of Work.

Contractor shall repair at no cost to County, all boxes/cartons which become damaged while under care of Contractor or Contractor's courier service.

Upon termination of this Contract, Contractor shall return the stored records in the same reasonable and logical order in which they were maintained during the term of this Contract. Records shall be returned upon an agreed upon schedule between County and Contractor. Contractor agrees to delivery records to any location designated by County within Los Angeles County, including to another records storage provider.

Contractor shall also return all cartons to the County.

5.2 Security

Contractor shall provide security of all records being stored, including those in transit between the County and Contractor's storage location(s).

5.3 Space

Contractor shall furnish secure storage space to house County's records, and provide storage services as described in this Statement of Work.

5.4 Indexing System

Any indexing system used or developed by Contractor is considered to be proprietary in nature and shall remain the property of Contractor. County will be instructed in the methodology of storage used by Contractor so that County may quickly reference or identify documents needed for retrieval.

6.0 CONTRACT PAYMENT

The Base Monthly Charge shall equal the storage fee plus the charge per retrieval, including all segments, multiplied times the number of retrievals for a given month. Credits for performance variance in favor of County applied against the Base Monthly Charge shall be calculated upon the criteria shown in this Performance Requirements Summary.

Contractor shall invoice the County monthly in arrears and County shall pay Contractor, upon receipt of proper invoice, the basic monthly charge less the credit for performance variance. Payments will be made monthly and only for these services rendered within the acceptable quality levels as set forth in this Performance Requirements Summary. The remedies provided by this clause shall be cumulative and in addition to any other remedies available to County, including, but not limited to termination of this Contract for default.

Attachment 1

WORKLOAD ESTIMATES

Location No. 1 – Vault Storage

Original microfilm cartridges of minutes of meetings of the Board of Supervisors, Claims and Statement of Proceedings. At present there are approximately 156 microfilm-safe boxes measuring 14"X14"X5" stored.

- There are currently 10 microfilm-safe boxes to be sent to offsite storage.

NOTE: VOLUME WILL GROW ON MONTHLY BASIS

Back up computer tape and assorted media. Media currently in one-cubic-foot boxes.

- At present there are approximately 25 microfilm-safe boxes

NOTE: VOLUME WILL GROW ON MONTHLY BASIS

Location No. 1 – Regular Storage

Original hard copies of minutes of meetings of the Board of Supervisors for the period prior to 1960 and miscellaneous original original agreements with the County of Los Angeles.

- There are approximately 385 boxes measuring 16"X20"X6" holding the pre-1960 minutes and agreements.

Original hard copies of various historical documents.

- At the present, stored offsite there are approximately 150 one-cubic-foot boxes, 558 tubes (plans and specifications) boxes measuring 42"X4"X", and 1300 over-sized heavy ledger-type documents.

NOTE: VOLUME WILL NOT GROW

Location No. 2 – Regular Storage

All original Board papers and related documentation, minutes of the meetings of the Board of Supervisors after 1960 and other Board files.

- At present there are approximately 7,229 one-cubic-foot boxes stored offsite. There are currently 25 one-cubic-foot boxes of Board minutes to be sent to offsite storage.

NOTE: VOLUME WILL GROW ON MONTHLY BASIS

Attachment 2

PERFORMANCE REQUIREMENTS SUMMARY

This technical exhibit lists the required services which will be monitored by County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary penalty for exceeding the maximum deviation from the standard.

1.0 QUALITY ASSURANCE

Each month Contractor's performance will be compared to the Contract standards and acceptable quality levels (AQL's) using those standards stated in this Performance Requirements Summary.

County may use a variety of inspection methods to evaluate Contractor's performance. The methods of evaluation that may be used are:

- Random sampling of record retrieval requests.

- Customer complaints.

- Periodic physical inspection of storage areas by County.

2.0 CRITERIA FOR ACCEPTABLE AND UNACCEPTABLE PERFORMANCE

Performance of a listed service is considered acceptable when the number of discrepancies found by the Contract Administrator during Contract performance evaluation does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the County Contract Project Monitor shall document the action and report it to the County Contract Project Manager. Contractor shall explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. The Contract Administrator will evaluate Contractor's explanation and determine if full payment, partial payment, or the Contract termination process is applicable.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	DEGREE OF DEVIATION PER MOTH FROM REQUIREMENTS	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE
1. Pick-up from Executive Office's location.	100% within one hour of scheduled time.	10%	Random, on-site surveillance.	\$5.00 for each instance where pick-up is late above 10% error rate allowed.
2. Verify transfer of records to care of Contractor.	100% of records accounted for.	0%	Completed Master Inventory File report returned within 2 weeks of receipt of new records.	\$100.00 for each instance where report is not returned within 2 weeks.
3. Maintain required records as per Statement of Work.	100% of records on shelf or in vault and in good order.	5%	Random, on-site surveillance.	\$10.00 for each instance where records are misfiled, above 5% error rate allowed.
4. Retrieve all required records as requested.	100% within time specified on request.	0%	User complaints. Random sample of records requests.	Actual cost of retrieval. Late retrievals to be at no cost to County.
5. Prepare records for destruction upon instruction from Executive Office. *	100% of records boxed for destruction.	0%	Personal verification of records identified for destruction by County's Contract Administrator.	\$10.00 for each instance of improperly identified records for destruction.
6. Repair all boxes which become damaged while in Contractor's possession.	100% of standards set forth in Statement of Work.	15%	Random, on-site surveillance.	\$5.00 per box, per occurrence.
7. Maintain temperature/humidity standards as set forth in Statement of Work.	100% of standards set for in Statement of Work.	0%	Random, on-site surveillance.	\$100.00 per day for each instance where temperature/humidity standards are found to deviate from Statement of Work.
8. Provide cumulative Master Inventory Report every 6 months.	Receipt of report on time as specified by Contractor including 100% of all records in Contractor's care.	0%	Receipt of Report.	\$20.00 per day where report is late and/or each instance where records are omitted by Contractor.

*a. If Documents not identified for destruction are inadvertently destroyed, Contractor shall be liable for cost of reconstruction of records.

EXHIBIT B

Records Management Program Pricing Schedule

SCHEDULE A

RECORDS MANAGEMENT PROGRAM PRICING SCHEDULE

This Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, Inc., (the "Company" or "Iron Mountain") and L.A. COUNTY BOARD OF SUPRVSRs, (the "Customer").

Please see our Customer Information Center at cic.ironmountain.com for a Glossary with definitions of the terms used in this Pricing Schedule and an explanation of how "Linear Foot" and "Cubic Foot" are determined for billing purposes. Billable sizes for non standard Cartons are determined on the basis of displacement of space in comparison to a Standard Archive Carton and are larger than the physical size. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

Effective Date October 1, 2007
 District Name/Number SoCal Region - 01222
 Customer Name L.A. COUNTY BOARD OF SUPRVSRs
 Customer Number L4582

STORAGE

Storage at Iron Mountain facilities of Customer records ("Deposits" or "Items".)

Description	Price	Per
Carton Storage	\$0.235	Cubic Foot
Storage Minimum	\$85.00	month

Storage charges are billed monthly in advance.

PROGRAM MANAGEMENT SERVICES

Regular Services are provided between 8:00 AM and 5:00 PM, local time, Monday through Friday, excluding holidays.

Receiving and Entering Cartons – Receipt of new cartons for storage.

Description	Price	Per
Carton	\$1.45	Cubic Foot

Retrievals/Refills – Temporary removal of Items from, or return of Items to, storage. Retrieval service may be "Regular" or "Rush".

Description	Price	Per
Regular Retrieval - Carton	\$1.91	Cubic Foot
Regular Refill - Carton	\$1.91	Cubic Foot
Regular Retrieval - File from Carton	\$3.18	File

Regular Refile - File to Carton	\$3.18	File
Regular Interfile - File	\$4.36	each
Rush Retrieval - Carton	\$4.05	Cubic Foot
Rush Retrieval - File from Carton	\$6.37	File

Archival Destruction – Retrieval, documentation, preparation, and secure shredding of Items stored at Iron Mountain.

Description	Price	Per
Archival Destruction Service-Carton	\$3.40	Cubic Foot plus Regular Retrieval Charge
Archival Destruction Service-File by Carton	\$2.93	File plus Regular Retrieval Charge
Archival Destruction Service-by Recycling-Carton	\$2.46	Cubic Foot plus Regular Retrieval Charge
Archival Destruction Service-by Recycling-File	\$2.42	File plus Regular Retrieval Charge

Permanent Withdrawal – Retrieval, documentation, and preparation at Iron Mountain loading dock for permanent removal of Items stored at Iron Mountain facilities.

Description	Price	Per
Permanent Withdrawal - Carton	\$2.76	Cubic Foot plus Regular Retrieval Charge
Permanent Withdrawal - File	\$2.76	File plus Regular Retrieval Charge

Individual Listing of Files – Data entry of file descriptions into Iron Mountain database.

Description	Price	Per
Individual Listing	\$0.31	File

Miscellaneous Services – Charges for Services not specifically listed on this Pricing Schedule, or at cic.ironmountain.com/additionalservices, are charged on the basis of hourly labor, in fifteen minute increments, plus materials consumed.

Description	Price	Per
Labor	\$51.10	hour

Minimum Service Order Charge – Minimum charge for an Order, excluding transportation related services.

Description	Price	Per
Minimum Service Order Charge	\$7.93	Order

Management Services are billed monthly in arrears.

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/additionalservices.

TRANSPORTATION SERVICES

Regular Delivery Service

Next Day Delivery – Order by 3:00 PM for delivery next Business Day.

\$15.69 per Transportation Visit, plus Handling Charge of \$2.04 per Cubic Foot

Half Day Delivery – Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.

\$30.27 per Transportation Visit, plus Handling Charge of \$2.04 per Cubic Foot

Rush Delivery Service

Rush Delivery - Business Day – Delivery within 3 hours of placement of order (for orders received not later than 2:00 PM) on a Business Day.

\$62.28 per Transportation Visit, plus Handling Charge of \$2.04 per Cubic Foot

Rush Delivery - Weekends/Holidays/After Hours – Delivery within 4 hours of placement of order.

\$140.02 per Transportation Visit, plus Handling Charge of \$2.04 per Cubic Foot

Pickup Service

Regular Pickup – Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.

\$15.69 per Transportation Visit, plus Handling Charge of \$2.04 per Cubic Foot

Rush Pickup - Business Day – Pickup orders placed before 4:00 PM on a Business Day will be picked up on the following Business Day.

\$62.28 per Transportation Visit, plus Handling Charge of \$2.04 per Cubic Foot

Fuel Surcharge Policy

A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found on the website at cic.ironmountain.com/FuelSurcharge.

Transportation Services are billed monthly in arrears.

RENEWAL SCHEDULE A

This Schedule A is made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, Inc. ("Iron Mountain") and L.A. COUNTY BOARD OF SUPRVSRs ("Customer").

Rates Effective: April 1, 2005
District Name: SoCal
District Number: 01222
Customer Name: L.A. COUNTY BOARD OF SUPRVSRs
Customer Number: LV548

STORAGE PRICING

Secure space for the storage of deposits.

\$3.500 per cubic foot per month

Storage Minimum:

\$90.00 per month

Storage charges will be billed monthly in advance.

MANAGEMENT SERVICES PRICING

Services during normal business hours, Monday through Friday
8:00 a.m. to 5:00 p.m., excluding holidays.

New Deposits (receiving and entry)—The receipt of additional Customer deposits resulting in an increase to the Customer storage:

\$1.65 per cubic foot

Retrievals or Refiles—The temporary retrieval of deposits from, or return to, storage. (Rush applies to retrievals only.):

Standard \$2.00 per cubic foot

Standard \$3.12 per file

Rush \$4.35 per cubic foot

Rush \$6.20 per file

Destruction—The preparation, documentation, and physical destruction of deposits that are stored at Iron Mountain:

Destruction by Shredding

\$4.82 per cubic foot plus retrieval

\$5.45 per file plus retrieval

Destruction by Recycling

\$2.85 per cubic foot plus retrieval

\$3.40 per file plus retrieval

Permanent Withdrawal—The preparation, documentation, and permanent withdrawal of deposits:

\$2.65 per cubic foot plus retrieval

\$3.40 per file plus retrieval

Miscellaneous Services

Labor \$49.00 per labor hour

Service Minimum:

\$5.25 per transaction

Interfiles—The filing of an item into an existing carton or file:

\$3.95 each

TRANSPORTATION PRICING

Delivery

Next Day

\$15.50 per transportation visit, \$2.20 per cubic foot
Call by 3:00 p.m. for delivery next day by 5:00 p.m.

Half Day

\$32.00 per transportation visit, \$2.20 per cubic foot
Call by 10:00 a.m. for delivery same day by 5:00 p.m.
Call by 3:00 p.m. for delivery next day by 12:00 p.m.

Emergency Visit (Rush)

\$62.00 per transportation visit, \$2.20 per cubic foot
Delivery within 3 hours of request.

After Hours/Weekends/Holidays

\$120.00 per transportation visit, \$2.20 per cubic foot
Delivery within 4 hours of request

All other services, not specifically listed, will be charged at Iron Mountain's then current rates.

Unless specified herein, shredding pricing is for paper shredding services only. Shredding of other media types will be quoted on a per project basis.

COMPUTER AND REPORTING CHARGES

Included in the Customer's storage rate are the Monthly Supplemental Reports. All other reports (including special sorting and special file listings) are subject to the computer listing charge and/or initial setup, reporting, or download fees, quoted by job scope.

CONTRACTOR'S PROPOSED SCHEDULE

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Iron Mountain Information Management, Inc.
Contractor Name

12958 Midway Place, Compton Ca. 90703
Address

04 303 8590
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

STERLING PELOSO Vice President
Authorized Official's Printed Name and Title

A.C. LO
Authorized Official's Signature

6/26/08
Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name:	Robin A. Guerrero
Title	Deputy Executive Officer
Address	Executive Office Board of Supervisors 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012
Telephone	(213) 974-1405
Facsimile:	(213) 620-0636
E-Mail Address:	rguerrero@bos.lacounty.gov

COUNTY PROJECT MANAGER:

Name:	Angie Montes
Title	Division Chief
Address	Executive Office Board of Supervisors 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012
Telephone	(213) 974-1579
Facsimile:	(213) 620-0636
E-Mail Address:	amontes@bos.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name:	Bruce Crouchet
Title	Senior Board Specialist
Address	Executive Office Board of Supervisors 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012
Telephone	(213) 974-1424
Facsimile:	(213) 620-0636
E-Mail Address:	bcrouchet@bos.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S****NAME:** Iron Mountain Information Management Inc.**CONTRACT NO:** 0518 0001**CONTRACTOR'S PROJECT MANAGER:**

Name: W/A
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Sterling Peloso
 Title: So. Cal. Market VP
 Address: 12958 Midway Place
Corona, Ca. 92703
 Telephone: 562-345-6900 x 6101
 Facsimile: 562-345-6980
 E-Mail Address: Sterling.Peloso@ironmountain.com

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: Mark Collins
 Title: Account Manager
 Address: 12958 Midway Place
Corona, Ca. 92706
 Telephone: 562-345-6900 #6324
 Facsimile: 562-345-6924
 E-Mail Address: Mark.Collins@ironmountain.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME Iron Mountain Info. Mgmt. Co. Contract No. 0518-0001

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

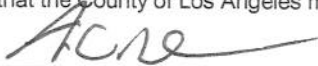
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 6/26/08

PRINTED NAME: _____

Sterling Release

POSITION: _____

So Cal. Market VP.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

EXHIBIT H

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

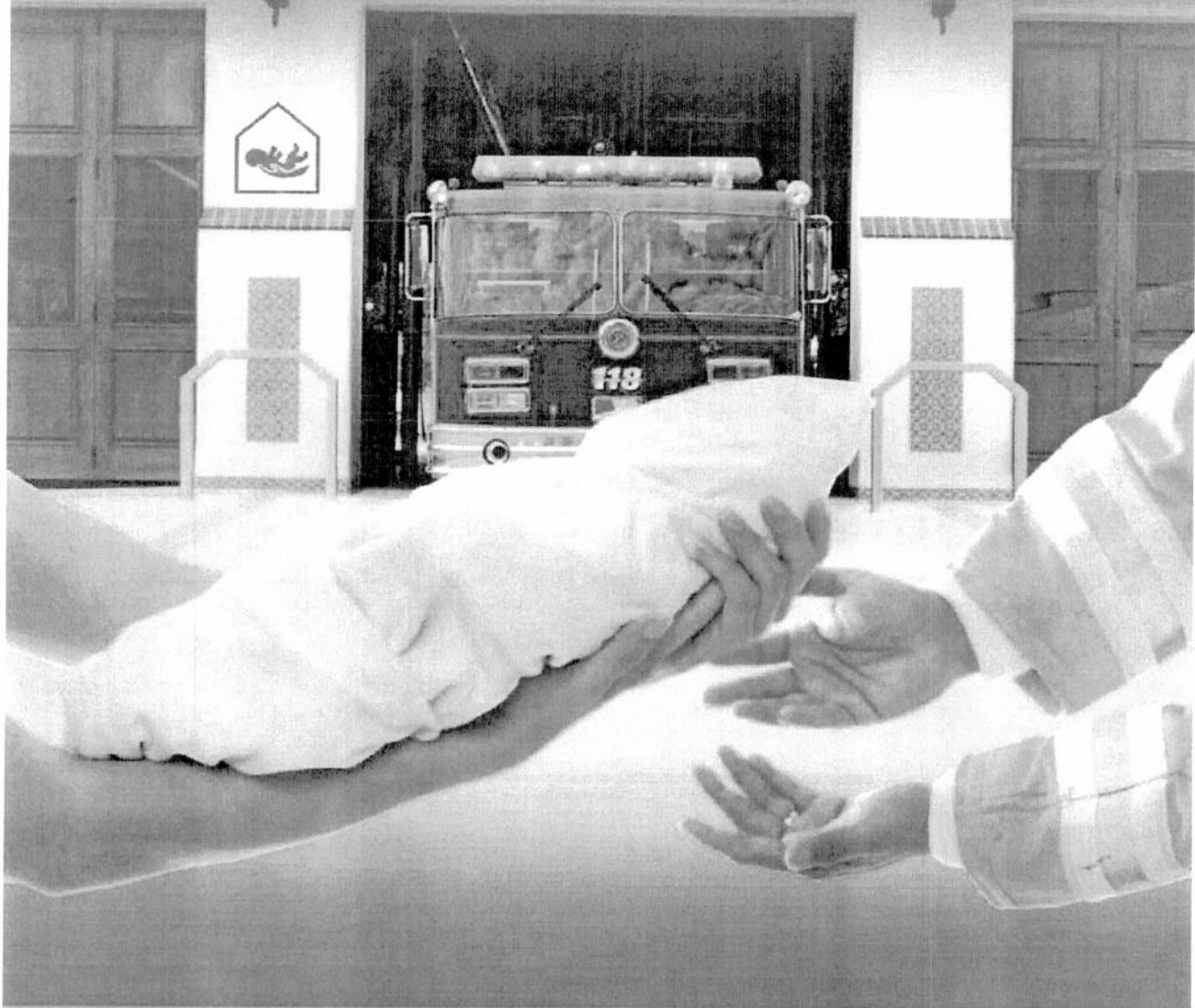
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

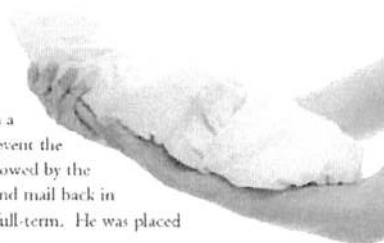
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

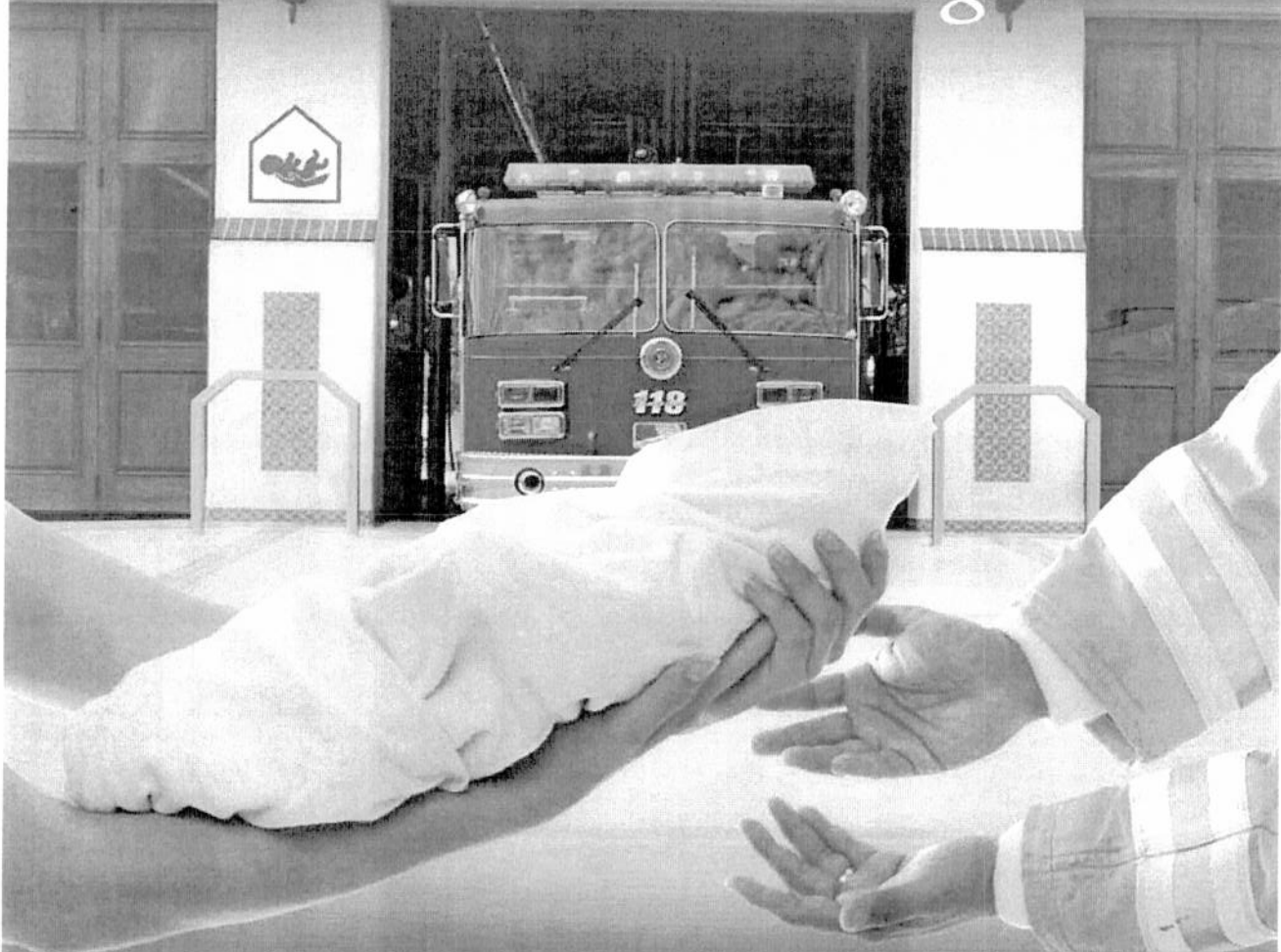
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

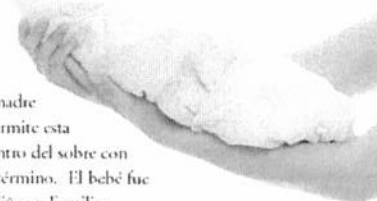
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



INTENTIONALLY OMITTED

**CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

- 2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 525
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Addendum.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

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**Iron Mountain Safety & Security Program Overview
A Briefing for Iron Mountain Customers & Potential Customers**

Revised April, 2007

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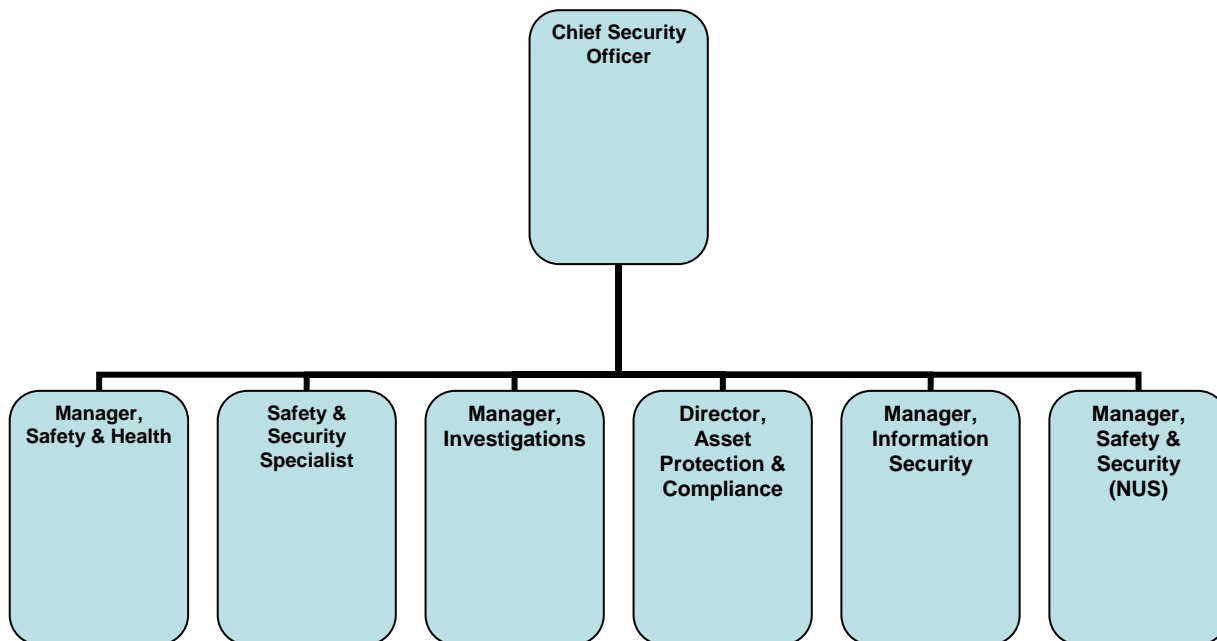
A. Introduction [\(Return to Table of Contents\)](#)

Iron Mountain's customers expect their records to be stored and managed with media-appropriate security safeguards. Our employees and shareholders rightfully expect the protection of our human capital and other business assets to be of paramount concern. The purpose of establishing safety and security controls and procedures is to meet these expectations and support the effective enforcement of Iron Mountain Standards of Conduct.

Proactive programs are developed and implemented at each Company location to minimize any security risks to customer records, to Company facilities or other business assets, to comply with all regulatory requirements and to ensure the safety of our employees and visitors. These programs are rational, cost-effective and threat-appropriate. They will therefore necessarily be tailored to the situations and needs of the specific location and environment.

B. Safety & Security Organization [\(Return to Table of Contents\)](#)

Iron Mountain's corporate Safety & Security organization is made up of six full time professionals who average over 20 years experience in the public and private sectors. In addition, a safety & security manager for our largest underground site reports dotted line into the corporate organization. The members of this team hold various professional credentials including Certified Protection Profession (CPP), Certified Fraud Examiner (CFE) and Certified Information Security Manager (CISM). Organizationally, the department is structured along discipline lines:



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C. Standard Security Practices [\(Return to Table of Contents\)](#)

The purpose of our Standard Security Practices manual is to provide managers and employees with a resource to help them understand and administer the security program at their respective locations. It provides guidelines and best practices for all locations. Each individual site may, however, have operational considerations that will require the implementation of specific practices that are not necessarily covered in this document. The material presented in the Corporate Standard Security Practices manual serves as the guide in ensuring that there is a comprehensive security plan that is continually monitored for compliance.

Each Iron Mountain employee has a responsibility for security; it is not a duty that can be delegated away. While each site may have a coordinator for the purposes of administration, the program will only be successful when each employee commits to doing his or her part to preserve and protect the assets of our customers and of our business.

In order to understand the scope of this plan, the Table of Contents is shown below. In order to preserve our competitive advantage, we do not provide copies of our security plans to non-Iron Mountain personnel.

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Iron Mountain, Incorporated
Standard Security Practices

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D. Pre-employment Screening [\(Return to Table of Contents\)](#)

Iron Mountain's pre-employment hiring procedures include drug screening, personnel identity verification, criminal conviction background investigation information as well as driver licensing and violation history for our driver candidates. The first step in our process is the pre-employment drug testing program. Should a candidate fail that test, no further employment consideration is given. Once the drug test is passed, each employee is subject to a social security number verification process that includes a forward and reverse check (i.e. the identity is matched to the social security number and then the number is matched to the individual). A seven (7) year retrospective state/county criminal background check is then completed. Driver candidates are screened for appropriate license class and any motor vehicle violation history. Results of both the drug testing and background checks are provided by our national investigative service to a central corporate point of contact to preserve the integrity of the results and the process.

E. Physical Security Protection [\(Return to Table of Contents\)](#)

Iron Mountain utilizes both electronic access controls and personal recognition for controlling access to its facilities. Some of our larger operations are equipped with access card technology to control employee access. All facilities are required to maintain an electronic or manual system of positive employee and visitor identification and logging. All personnel are required to wear identification badges while on Iron Mountain premises. Badges are color-coded to indicate access authorization levels. Unescorted access to our records centers is prohibited for all but Iron Mountain employees. Our facilities are equipped with intrusion detection systems that are monitored by an Underwriter Laboratories-listed central station for after-hours control. Alarm technology includes passive infrared motion detectors, dual technology glass break detection, photo-beam detectors, sound-activated microphones and magnetic door contacts. Alarm systems are individually designed to accommodate any specific site requirements and needs. Finally, education and awareness training tools are utilized to ensure that all employees are aware of the methodologies for – and criticality of – controlling access to our buildings.

Security procedures for visitor and employee identification, as well as our physical intrusion detection systems, serve to deny access to any unauthorized person. We further test these measures by employing “Integrity Audits” as a routine method of evaluating our security posture. We contract with a national security vendor and select one District per month for review. Undercover agents, supplied with letters of authority by the Corporate Security Office for Iron Mountain, attempt to gain entry to all facilities located within the District. These agents may use any number of methods of subterfuge in their mission. After business hours, these agents return to the facility and check the physical integrity of the building. Results of these audits are evaluated and, if required, corrective measures employed. These audits, together with our Internal Audit, Traveler Audit and self-audit programs, help to maintain the physical integrity of our operations.

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F. Disaster Planning and Business Recovery [\(Return to Table of Contents\)](#)

Iron Mountain maintains a comprehensive Disaster Recovery plan for all of its operations. Our global template is structured to address a vast array of potential business interruptions. Disaster Recovery plans are appropriately tailored to each site in order to accommodate specific business risks associated with the local environment and to ensure the development of appropriate mitigating strategies. Our Disaster Recovery plan establishes Disaster Response Teams reporting through the Iron Mountain chain of command in order to ensure timely and appropriate response to any emergency circumstance. Each team member is tasked with specific responsibilities in the event an emergency is declared. Ensuring the protection of our customer records is paramount in the execution of our recovery plan. A comprehensive listing of emergency response resources is kept up to date by each District. The resources, which are available 24 hours per day, will be called upon as needed to assist the company in meeting the emergency, containing actual and collateral damage, and ensuring a rapid return to business as usual.

The Table of Contents listed below provides a view of the extent of our emergency preparedness planning.

Disaster Planning and Business Recovery Table of Contents

<i>Section 1</i>	<i>General Policies</i>
	1.1 Purpose and Scope
	1.2 Organization and Responsibilities
<i>Section 2</i>	<i>Disaster Planning: Prevention of and Preparation for Emergencies</i>
	2.1 Fires
	2.2 Bomb Threats
	2.3 Riots or Civil Disorder
	2.4 Serious Injury/Illness
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	2.6 Floods and Water Leaks
	2.7 Sprinkler Head Malfunction/Damage
	2.8 Prolonged Power Outage
	2.9 Chemical/Hazardous Materials Spills
	2.10 Insect/Rodent Infestation
	2.11 Aircraft Flight Pattern Threat
	2.12 Earthquakes
	2.13 Labor Strikes
	2.14 Sabotage
	2.15 IS Failures
	2.16 Telecommunications Failure
	2.17 Racking/Shelving Collapse
<i>Section 3</i>	<i>Business Recovery/Business Resumption: The Action Plan</i>

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- 3.1 Recovery/Resumption Strategy Overview
- 3.2 Recovery/Resumption Considerations by Discipline
 - 3.2.1 Facilities
 - 3.2.2 Telecommunications
 - 3.2.3 Staffing
 - 3.2.4 Travel
 - 3.2.5 Operations
 - 3.2.6 IS
 - 3.2.7 Internal & External Communications
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 - 3.2.9 Legal
 - 3.2.10 Recovery/Response Consultants
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 - 3.2.13 Other Recovery Considerations
 - 3.2.14 National Account Customer Communications

Attachments

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- Attachment B - Emergency Telephone Directory
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- Attachment D - Emergency Equipment and Supplies
- Attachment E - Treatment of Damaged Records
- Attachment F - Facility Site and Floor Plan
- Attachment G - Disaster Prevention/Response Resource List
- Attachment H - Bomb Threat Telephone Card

G. Safety & Health Program [\(Return to Table of Contents\)](#)

Iron Mountain is committed to ensuring a safe work environment for our employees. A proactive Safety & Health Program has been designed and implemented at each Company location to ensure the safety of our employees, visitors and vendors and to meet all regulatory compliance requirements. These programs are rational, cost-effective and risk-appropriate and will therefore necessarily be tailored to the needs of the specific location and environment.

In order to understand the scope of our Safety & Health Program, the Table of Contents is shown below:

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Safety & Health Program Guide

Table of Contents

Safety & Health Program Overview

- Safety & Health Program Administration & Logistics
- Establish the Safety & Health Program
- Iron Mountain Corporate Safety Policy
- Safety & Health Responsibilities
- Safety & Health Performance Accountability
- Safety & Health Training Resources
- Safety & Health Program Evaluation (Analysis, Recordkeeping & Reporting)

Safety & Health Program Modules

- Safety Training
- Safety & Security Committee
- Safety Audit & Inspection
- Accident & Incident Investigation
- Emergency Action Planning
- Medical Services
- Fleet Safety
- OSHA Recordkeeping, Reporting & Inspection
- Contractor / Vendor Safety & Security

Internal and external resources provide Iron Mountain managers with resources designed to allow local training of employees to standards set by the Corporate Safety Manager. These training programs include all regulatory required training (–e.g. OSHA Powered Lift Equipment) as well as training specific to our business needs (–e.g. safe lifting techniques, ladder and equipment inspection, etc.). As part of this process, Iron Mountain has developed a Safety Training Program that addresses our specific business operations. The Table of Contents Overview for this program is shown below.

Safety Training Program

Table of Contents

- Accident & Incident Investigation
- Driver Safety
- Ergonomics
- Emergency Planning
- Fire Safety
- First Aid
- Facility Safety
- Powered Industrial Truck Training
- Warehouse Safety

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In addition, safety programs at Iron Mountain are audited by a qualified, external third party on an unannounced basis. These audits are comprehensive reviews of the administrative procedures and actual work practices of our employees. Results are forward to the Manager, Safety & Health as well as to the location General Manager.

H. Fire Protection and Suppression [\(Return to Table of Contents\)](#)

Iron Mountain's records centers are designed and constructed in accordance with all applicable local and national codes. More specifically, Iron Mountain facilities are protected in accordance with the requirements of the local Authorities Having Jurisdiction (AHJ) and National Fire Protection Association (NFPA) standards 13, 25 and 72. Iron Mountain maintains, monitors and routinely tests all detection, suppression and alarm systems. Iron Mountain maintains compliance with all other pertinent NFPA standards including 10 and 101 as required.

I. Information Security [\(Return to Table of Contents\)](#)

Companies entrust Iron Mountain to properly manage and secure their business records. It is vital, not only to our organization, but to those businesses that hand over their private records to us, that we maintain the highest level of ethical and security standards. The continued success of Iron Mountain requires the commitment of all employees to the maintenance of appropriate standards of information technology security.

All Iron Mountain employees are expected to use proper judgment when using company technology resources and are accountable for any inappropriate use of these resources. Therefore, employees must take reasonable precautions to secure the information and equipment entrusted to them and to adhere to company policies.

To minimize any business interruptions that may be caused by inappropriate use of company computers, employees are well versed in computer operating and security policies as stipulated in the Iron Mountain Information Security Policies manual. The intention of this policy manual is to protect both the resources of the company, and confidential client information entrusted to us. Although the specific contents of this policy are proprietary, the Table of Contents is published below for your reference.

SUBJECT: **Iron Mountain Computer Operation & Security Policy**
ISSUE DATE:
REVISION DATE:

TABLE OF CONTENTS

01	Unauthorized Access
02	Computer Sabotage
03	Passwords
04	Hackers
05	Viruses, Worm and Trojan Horses

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- 06 Confidentiality
- 07 Physical Security
- 08 Back-up
- 09 Copyright Infringement
- 10 Harassment, Threats and Discrimination
- 11 Purchase of Computer Software and Equipment
- 12 Personal Use of Computers
- 13 Reporting Policy Violations
- 14 Termination of Employment
- 15 Monitoring Computer Communication and Systems
- 16 Internet Connections
- 17 Remote Access
- 18 E-mail
- 19 Intranet

Iron Mountain participates in an independent third-party audit on an annual basis of all IT, Financial and Business practices, procedures and policies in accordance with the commitment to Shareholders and participation in the New York Stock Exchange.

Iron Mountain adheres to industry standard best practices by utilizing a multi-tiered approach in the management of all infrastructure hardware and software components. This applies to the following areas: Daily Operations, Disaster Recovery preparedness and Business Continuity. Iron Mountain has Certified Disaster Recovery Professionals (CDRP) on staff – regarded in the industry as experts in business continuity, risk evaluation, business impact analysis, and awareness/training programs. The overall design of our disaster recovery effort utilizes our existing highly available infrastructure and diverse geographic locations to provide for immediate fail over of our critical business applications in the event of disaster. Iron Mountain's multi-tiered approach encompasses physical diversity of data centers/critical operations, redundant network connectivity over diverse Tier-1 services providers, and highly available secure ingress gateways.

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J. Summary and Contact Information [\(Return to Table of Contents\)](#)

All employees of Iron Mountain, regardless of position, have an absolute and continuing obligation to provide our customers, their records and our co-workers with a safe and secure environment. Our security, safety and business preparedness plans are designed to ensure the continual availability of the tools needed to build and maintain that environment.

Chief Security Officer	Joseph DeSalvo	(617) 535-4824
Director, Asset Protection & Compliance	Ron Bixler, CFE	(610) 831-2894
Manager, Safety & Health	Adria Gallagher, CPP, CFE	(617) 535-4724
Safety & Security Specialist	David Sterin, CFE	(617) 535-8347
Manager, Investigations	Mike Dwyer, CPP	(734) 414-5815 x242
Manager, Information Security	Peter Ridgley	(617)-535-4837

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